

## **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

**THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT** ("Amendment") is made and entered into as of 1 August 2019 ("Effective Date") by and between, [REDACTED] on the one hand, and ZroBlack LLC, a Delaware limited liability company ("ZroBlack"), John Saenz and Jonathan Villareal on the other (and jointly: "Service Provider"). Each of ZroBlack, Service Provider and [REDACTED] may be referred to individually as a "Party" and collectively as the "Parties. Definitions applied in the Professional Services Agreement are hereby incorporated by reference and shall apply, unless expressly defined otherwise in this Amendment.

**WHEREAS**, The Parties entered into that Professional Services Agreement, effective April 15, 2019 (the "Professional Services Agreement"), [REDACTED] agreed to receive and ZroBlack agreed to provide to [REDACTED], certain development and consultancy services to either add to or embed in [REDACTED] product offering as further defined in the Professional Services Agreement.

**WHEREAS**, Service Provider has notified [REDACTED] of its desire to change the ownership and control structure of ZroBlack whereby John Saenz will assign ownership of ZroBlack entirely to Jonathan Villareal who shall become the sole owner and director.

**WHEREAS**, As a result of the change at ZroBlack, Parties are seeking to amend certain terms of the Professional Services Agreement, specifically the signatories and individual parties to the Professional Services Agreement.

**NOW, THEREFORE**, in consideration of the agreements made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding any other provision of the Professional Services Agreement, the Parties acknowledge and agree as follows:

1. John Saenz shall be removed as an individual signatory and party to the Professional Services Agreement. As of the Effective Date, John Saenz discharges [REDACTED] and all of its employees, agents, successors, assigns, legal representatives, affiliates, directors and officers from and against any and all actions, claims, suits, demands, payment obligations or other obligations or liabilities of he now has or may in the future have directly or indirectly arising out of (or in connection with) the Professional Services Agreement.

2. As of the Effective Date, [REDACTED] releases John Saenz of any further performance for the delivery of the Deliverables and provision of the Services pursuant to the Professional Services Agreement, except for sections 7 and 9 of the Professional Services Agreement, which shall survive any termination and/or amendment in accordance with their respective terms.

**IN WITNESS WHEREOF**, each of the undersigned has duly executed this Amendment as of the date first set forth above.



**[REDACTED]**  
DocuSigned by:  
By: Matt Jones  
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Name: Matt Jones, CEO

**[REDACTED]**  
DocuSigned by:  
By: George Janssen  
492018F20094488...

Name: George, Janssen, Director

**ZroBlack LLC**

DocuSigned by:  
By: John Saenz  
139E0395E1D94D1...

Name: John Saenz, CEO

**Jonathan Villareal**

DocuSigned by:  
By: Jonathan Villareal  
A09B3636A7C746C...

**John Saenz**

DocuSigned by:  
By: John Saenz  
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